RESOLUTION NO. 20 -14

RESOLUTION AUTHORIZING FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT

WHEREAS, the Village of Morton has previously entered into a Waste Collection Agreement with Area Disposal Service, Inc., an Illinois Corporation; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. The First Amendment to Waste Collection Agreement in the form as attached to this Resolution is hereby approved.
2. That the President of the Board of Trustees is authorized to execute the First Amendment.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2015; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2015.

_____
President

ATTEST:

_____
Village Clerk

FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT

This First Amendment To Waste Collection Agreement (the "Agreement") is made and effective as of February ___, 2015, between the Village of Morton, an Illinois municipal corporation ("Village") and Area Disposal Service, Inc., an Illinois corporation ("Contractor").

WHEREAS, Village and Contractor are parties to that certain Waste Collection Agreement dated September 17, 2012 (the "Collection Agreement");

WHEREAS, Village and Contractor wish to amend the Collection Agreement to effectuate certain changes and revisions thereof;

THEREFORE, Village and Contractor agree as follows:

1. Section 2.14 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

> 2.14 Contractor shall conduct three (3) centralized household hazardous waste collection events in calendar years 2015, 2018 and 2021 during the term of this Agreement. Contractor and the Village shall mutually agree upon the dates for the collection events at least 180 days before the event. The events shall be held on a Saturday. The service will be free to Residents, except delinquent customers of Contractor, and will only be provided to Residents.

2. Section 3.1 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

> 3.1 Effective January 1, 2015, Contractor shall bill the resident of each Enrolled Single-Family Dwelling (both residents of a duplex will be billed) for the collection, disposal and processing of Residential Waste on a quarterly basis in advance the agreed upon amount based upon the following rates:

First Year (Jan. 1, 2015-Dec. 31, 2015)	$15.45 per resident per month $12.45 per senior resident per month
Second Year (Jan. 1, 2016-Dec. 31, 2016)	$15.91 per resident per month $12.91 per senior resident per Month
Third Year (Jan. 1, 2017-Dec. 31, 2017)	$16.38 per resident per month $13.38 per senior resident per month

Fourth Year (Jan. 1, 2018-Dec. 31, 2018)	$16.87 per resident per month $13.87 per senior resident per month
Fifth Year (Jan. 1, 2019-Dec. 31, 2019)	$17.37 per resident per month $14.37 per senior resident per month
Sixth Year (Jan. 1, 2020-Dec. 31, 2020)	$17.89 per resident per month $14.89 per senior resident per month
Seventh Year (Jan. 1, 2021-Dec. 31, 2021)	$18.50 per resident per month $15.50 per senior resident per month
Eighth Year (Jan. 1, 2022-Dec. 31, 2022)	$18.50 per resident per month $15.50 per senior resident per month
Ninth Year (Jan. 1, 2023-Dec. 31, 2023)	$18.50 per resident per month $15.50 per senior resident per month
Tenth Year (Jan. 1, 2024-Dec. 31, 2024)	$18.50 per resident per month $15.50 per senior resident per month

3. Section 4.1 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

4.1 This Agreement shall become effective as of January 1, 2015 and the initial term shall be for ten (10) years.

4. A new Article 14 is added to the Collection Agreement as follows:

ARTICLE 14: TRANSPORTATION FACILITY

Contractor shall install two (2) gates and a fence at its Transportation Facility located at 1090 W. Jefferson Street, Morton, Illinois, in substantially the locations shown on Exhibit B attached hereto. The exact placement of the gates and fencing is contingent on traffic flow and safety issues.

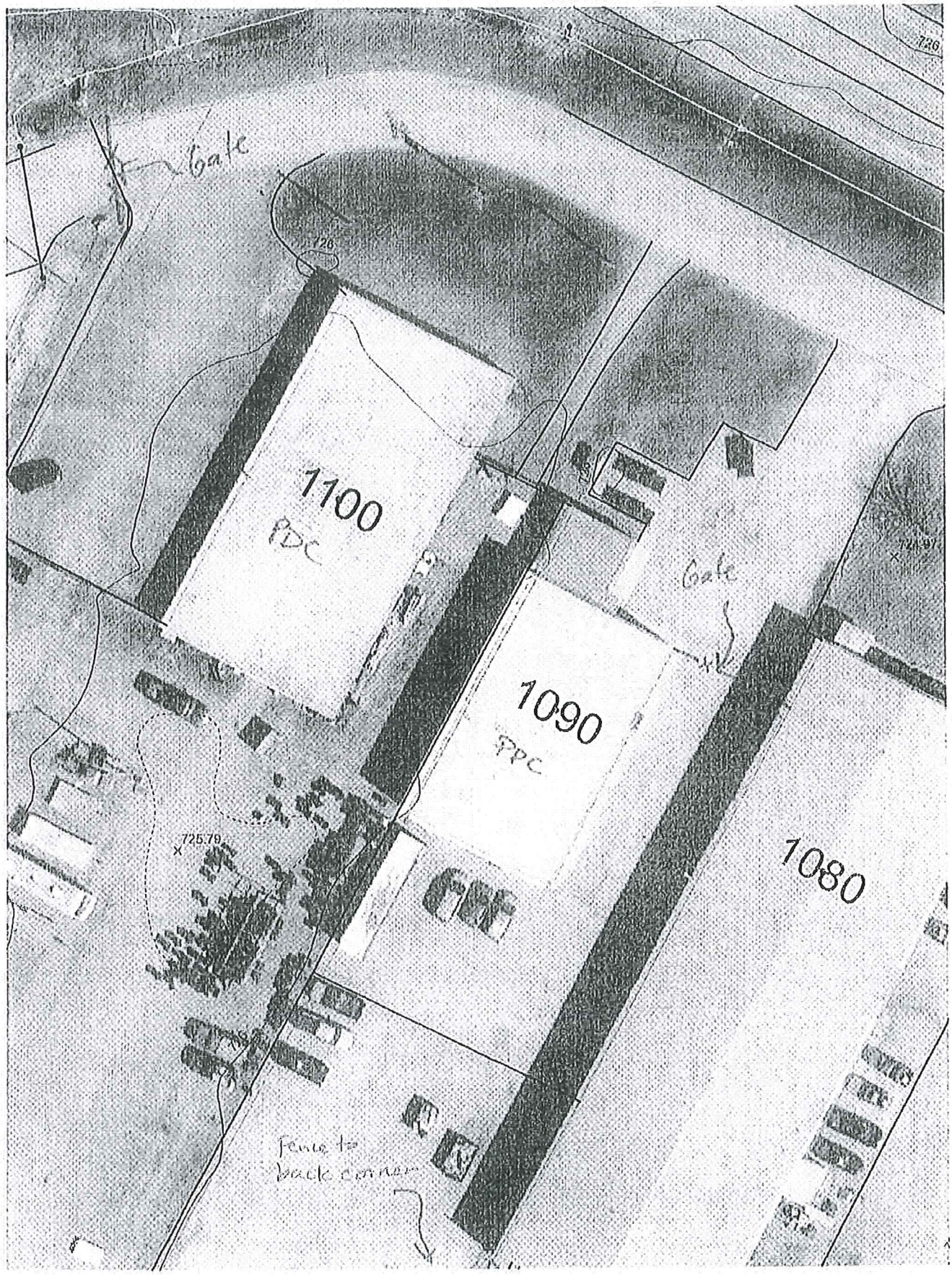
5. All other provisions of the Collection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first written above.

VILLAGE OF MORTON	AREA DISPOSAL SERVICE, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title: _____

115-192

EXHIBIT B


Gate
726
1100
PDC
Gate
1090
PDC
725.79
1080
Fence to
back corner